

ORIGINAL

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FILED-ED4
Fisher And Fisher
File # 46136
CLERK
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Associates Financial Services)
Company, Inc.)
Plaintiff)
VS.)
Robert L. Davis,)
Defendant)

DOCKETED
MAY 07 2001

01C 3253

NO. **JUDGE HIBBLER**

MAGISTRATE JUDGE NOLAN

This is an attempt to collect a debt
and any information obtained will be
used for that purpose.

COMPLAINT FOR FORECLOSURE

Now comes Plaintiff, by its attorneys, FISHER AND FISHER, ATTORNEYS AT LAW, P.C., and, pursuant to Illinois Compiled Statutes, Chapter 735, Section 15, 15-1101 et seq., alleges the following:

1. Jurisdiction of this court is based upon diversity of citizenship. Plaintiff is a corporation incorporated under the laws of the STATE OF TEXAS, having its principal place of business in the STATE OF TEXAS. Defendant mortgagors are citizens of the STATE OF ILLINOIS. This matter in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.00.

2. Plaintiff files this complaint to foreclose the mortgage hereinafter described, and joins the following persons as defendants:

Robert L. Davis-an Illinois Citizen

3. Attached as Exhibit "A" is a copy of the note, as Exhibit "B" is a copy of the mortgage and as Exhibit "C" is a copy of the assignment(s) secured thereby.

4. Information concerning mortgage:

(A) Nature of instrument: Mortgage

(-)

(B) Date of Mortgage: June 18, 1998

(C) Name of Mortgagor: Robert L. Davis

(D) Name of Mortgagee: Daniel T. Payne

(E) Date and place of recording: June 30, 1998, Cook County Recorder of Deeds Office

(F) Identification of recording: 98561815

(G) Interest subject to the mortgage: Fee Simple

(H) Amount of original indebtedness including subsequent advances made under the mortgage: \$169,400.00

(I) Legal description and the common address:
Lot 20 in Block 2 in Junuis Mulvey's Subdivision of the South 703.4 Feet of that Part Lying East of the Illinois Central Railroad of the Northeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

C/k/a 1430-32 East 67th St., Chicago, IL 60637
Tax ID# 20-23-227-026

(J) Statement as to default now due:

1. Date of default: 10/00.
2. Unpaid principal balance: \$168,319.72.
3. Per diem interest accruing: \$58.44.

(K) Name of present owners of the real estate:
Robert L. Davis

(L) Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated:

NONE

(M) The following defendants, except those who have received a discharge of this debt in any chapter under the United States Bankruptcy Code, may be held personally liable for the deficiency, if any:

Robert L. Davis

(N) Capacity in which plaintiff brings this foreclosure: Plaintiff is the owner and legal holder of said note, mortgage and indebtedness.

(O) Facts in support of request for attorneys' fees and of costs and expenses.

Plaintiff has been required to retain counsel for litigation of this foreclosure and to incur substantial attorney fees, court costs, title insurance or abstract costs and other expenses which should be added to the balance secured by said mortgage, and which are a lien upon said real estate being foreclosed, as provided in said mortgage.

5. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq. (1977), Defendant(s) may dispute the validity of the debt or any portion thereof. If Defendant(s) do so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant(s) with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty days (30) days of receipt of this pleading, Counsel for Plaintiff will send Defendant(s) the name and address of the original creditor if different from above.

REQUEST FOR RELIEF

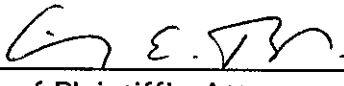
Plaintiff requests:

- (i) A judgment to foreclose such mortgage providing for a sale by public auction
- (ii) An order granting a shortened redemption period, if authorized by law.
- (iii) A personal judgment for a deficiency, if authorized by law.
- (iv) An order granting possession.
- (v) An order placing the mortgagee in possession or appointing a receiver if and when sought.
- (vi) A judgment for attorneys' fees, costs and expenses including but not limited to payments for taxes, insurance, securing, inspections and other expenses of the plaintiff.
- (vii) Enforcement of its assignment of rents derived from said real estate.

(viii) Such other relief as equity may require, including, but not limited to, declaratory and injunctive relief.

Plaintiff

Associates Financial Services
Company, Inc.

By: 
One of Plaintiff's Attorneys

Attorneys for Plaintiff
FISHER AND FISHER
ATTORNEYS AT LAW, P.C.
120 North LaSalle Street, Suite 2520
Chicago, IL 60602
(773) 854-8055
ARDC# 816108

Apr-06-2001 09:10am From: ASSOCIATES PMO-EAST
 Thursday, June 10, 1999 9:22 AM

+18002003687

T-828 P.004/009 F-965

PROMISSORY NOTE

\$169,400.00

Chicago, Illinois
 June 18th, 1998

FOR VALUE RECEIVED, the undersigned, an individual with an address of 411 N. Harvey Ave., #2, Oak Park, Illinois 60302, ("Maker"), unconditionally promises to pay to the order of Daniel T. Payne, at 6239 S. St. Lawrence, Chicago, Illinois 60637, or at such other place as may be designated in writing by the holder, the principal sum of \$169,400.00, together with interest in arrears from the date hereof on the unpaid principal balance, at the rate of 12.50 percent per annum.

Principal and interest shall be payable in 180 equal monthly installments of \$1,207.93 each, commencing on July 20, 1998 and continuing on the same day of each month thereafter until and including June 20, 2013. The remaining unpaid principal, together with accrued interest, shall be due and payable in full on June 20, 2013, if not already paid.

All payments under this Note shall be in lawful money of the United States.

In no event shall the interest and other charges in the nature of interest hereunder, if any, exceed the maximum amount of interest permitted by law. Any amount collected in excess of the maximum legal rate shall be applied to reduce the principal balance.

All payments under this Note shall be applied first to late fees and costs, if any, second to interest then due, if any, and the balance to principal.

The Maker agrees to pay to the holder all costs, expenses and reasonable attorney's fees incurred in the collection of sums due hereunder, whether through legal proceedings or otherwise, to the extent permitted by law.

This Note may be prepaid at any time, in whole or in part, without penalty or premium.

If any installment hereunder is not paid within 10 days of the date the same is due, the Maker shall pay to the holder a late charge equal to 5.00 percent of the overdue payment as liquidated damages, and not as a penalty.

This Note is secured by a mortgage dated June 18, 1998, and executed by Robert L. Davis, with respect to the following property: Land and building located at 1430-32 E. 76th St., Chicago, Cook County, Illinois.

At the option of the holder, this entire Note shall become immediately due and payable, without demand or notice, upon the occurrence of any one of the following events:

- (a) failure of the Maker to pay any installment hereunder when due, which shall continue for 10 days;
- (b) any misrepresentation or omission of or on behalf of Maker made to the holder in connection with this loan;
- (c) insolvency or failure of Maker or any guarantor to generally pay its debts as they become due;
- (d) assignment for the benefit of creditors of, or appointment of a receiver or other officer for, all or any part of Maker's or any guarantor's property;
- (e) adjudication of bankruptcy, or filing of a petition under any bankruptcy or debtor's relief law by or against Maker or any guarantor;
- (f) death of Maker or death of any guarantor;
- (g) sale or transfer, whether voluntary or involuntary, of all or any interest in the property which is security for this Note; or
- (h) default under any mortgage, trust deed, security agreement or other instrument securing this Note.

The Maker expressly waives presentment, demand, notice, protest, and all other demands and notices in connection with this Note. No renewal or extension of this Note, nor release or any collateral or party liable hereunder, will release the liability of Maker.

Failure of the holder to exercise any right or option shall not constitute a waiver, nor shall it be a bar to the exercise of any right or option at any future time.

If any provision of this Note shall be invalid or unenforceable, the remaining

EXHIBIT

A

Apr-06-2001 09:10am From-ASSOCIATES PMO-EAST

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T-828 P.005/009 F-965

provisions shall remain in full force and effect.

This Note shall be governed by the laws of Illinois.

IN WITNESS WHEREOF, this Promissory Note is executed under seal on the day and year first above written.

Executed in the
presence of.

Doree Cody
(Signature of witness)

MAKER

Robert L. Davis (Seal)
Robert L. Davis

Apr-06-2001 09:11am From: ASSOCIATES PMO-EAST

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T-828 P.007/009 F-965

8384/0134 16 001 Page 1 of 3
 1998-06-30 15:32:57
 Cook County Recorder 25.00

RECORDING BOX 156

ADVANTAGE TITLE COMPANY
 One TransAm Plaza Drive, Suite 500
 Oakbrook Terrace, IL 60181

98-00248

MORTGAGE

This Mortgage is made by Robert L. Davis, an individual with an address of 411 N. Harvey Ave. #2, being unmarried, ("Mortgagor"), to Daniel T. Payne, an individual with an address of 6239 E. St. Lawrence, Chicago, Illinois 60637, ("Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of \$169,400.00, with interest at the rate of 12.50 percent per year, payable as provided in a certain promissory note dated June 18th, 1992. The terms and conditions of such promissory note are incorporated herein by reference.

Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate:

LOT 20 IN BLOCK 2 IN JUNIUS MULVEY'S SUBDIVISION OF THE SOUTH 703.4 FEET OF THAT PART LYING EAST OF THE ILLINOIS CENTRAL RAILROAD OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓
 PERMANENT TAX NUMBER: 20-23-227-026. ✓

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;
2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;
4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;
5. Mortgagor will not remove or demolish any building or improvement on the property.

3/25/01

Apr-06-2001 09:11am From-ASSOCIATES PMO-EAST

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T-828 P.008/008 F-865

98561815

without the consent of Mortgagee;

6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;

7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;

8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and

9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such promissory note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such promissory note, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such promissory note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

IN WITNESS WHEREOF, this Mortgage is executed under seal on
the 18 day of JUNE, 19 98.

Signed, sealed and delivered
in the presence of:

[Signature]
(Signature of witness)

[Signature] (Seal)
Robert L. Davis

[Signature]
(Signature of witness)

STATE OF FL
COUNTY OF COV

In , on the 18 day of JUNE, 19 98, before me, a Notary Public in and for the above state and county, personally appeared Robert L. Davis, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

Apr-06-2001 09:11am From-ASSOCIATES PMO-EAST

+18002003687

T-828 P.009/009 F-965

Patricia A. Toms PT
NOTARY PUBLIC

My Commission Expires: *9-7-98*

(SEAL)



98561815

This Mortgage was prepared by: *Tyrene Matthews*

10437 S. Sangamon, Chicago IL 60645

After recording, return to: *Private Mortgage Investments & Services, Inc., 159 Lake Ave, Saratoga Springs NY 12866*

[Handwritten signature]

98-248 192

TO
Rec. 6/30/98 as 98561816 and 98876290
TRANSFER AND ASSIGNMENT OF MORTGAGE

For valuable consideration the receipt of which is hereby acknowledged Daniel T. Payne whose address is 6239 S. St. Lawrence, Chicago, IL 60637 does hereby irrevocably set over transfer and assign to Private Mortgage Investment Services, Inc. a corporation, whose address is 154 Lake Avenue, Saratoga Springs, New York 12866, and its successors and assigns all of the interest of the undersigned in that certain Mortgage, together with the note it was given, dated As dec # 98561815 in the original amount of 169,400.00 with respect to premises located at 1430-32 E. 67th Street, Chicago, IL 60649 and given by Robert L. Davis and duly recorded on _____ in the office of the Recorder of Deeds of Cook County, State of Illinois in Mortgage Book _____ at Page _____.

Witness the hand and seal of each of the undersigned, with the intent to be legally bound, this 18 day of JUNE 1998

Witness:

[Signature]

Owner

[Signature: Daniel T. Payne]
Daniel T. Payne

TAX # 20-23-227-026



98876290

Verification

State of FL
County of Columbia

On the 18 day of JUNE 1998 before me personally came Daniel T. Payne to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and she duly acknowledged to me that she executed the same

[Signature: Patricia A. Turner]
Notary Public
My Commission Expires: 9-7-98

Verification

Prepared by
Made to:

Record and return this document to the company whose name and address are shown below
Progressive Title & Abstract Services, Inc.
154 Lake Avenue
Saratoga Springs, NY 12866

Box 156

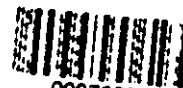
99876290
772/0042 IL 001 1998
1999-09-15 14:12:57
Cook County Recorder

[Circular Stamp]

99876290 Page 2 of 2

LOT 20 IN BLOCK 2 IN JUNIUS MULVEY'S SUBDIVISION OF THE SOUTH 703.4 FEET OF
THAT PART LYING EAST OF THE ILLINOIS CENTRAL RAILROAD OF THE NORTHEAST
1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, COOK COUNTY, ILLINOIS. P.L.N. 20-23-227-026-0000 1430-32 E 67TH ST
CHICAGO ILLINOIS 60623

EXHIBIT
C



00875668

EXHIBIT

00875668

7175/0052 52 361 Page 1 of 1

2000-11-07 10:10:35

Cook County Recorder

43.50

TRANSFER AND ASSIGNMENT OF MORTGAGE

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Private Mortgage Investment Services, Inc., 154 Lake Avenue, Saratoga Springs, NY 12866 does hereby irrevocably set over, transfer and assign to Associates Financial Services Company, Inc., 100 High Tower Blvd. Pittsburgh, PA 15205, its successors and assigns all of the interest of the undersigned in that certain Mortgage, together with the Note it was given to secure, dated June 18, 1998 in the original amount of \$169,400.00 with respect to premises located at 1430-32 E. 67th Street, Chicago, IL 60649, and further described as:

Lot 20, in Block 2 in Junius Mulveys subdivision of the south 703.4 feet of that part lying east of the Illinois Central Railroad of the northeast 1/4 of section 32, Township 38 North, Range 14, East of the third principal Meridian, Cook County, IL. P.I.N. 20-23-227-026-000.

recorded on the 30th day of June, 1998 in the office of the recorder of Deeds of Cook County, State of Illinois as Instrument No. 98561315. Said Mortgage having been previously assigned to Private Mortgage Investment Services, Inc. from Daniel T. Payne by Assignment and recorded on the 15th day of September, 1999 in the office of the County recorder of Cook County, State of Illinois, as Instrument No. 99876290. Tax # 20-23-227-026

Witness the hand and seal of each of the Undersigned, with the intent to be legally bound, this 11th day of June, 2000.

WITNESS

Vincent L. Aquella
K. Basso

OWNER Private Mortgage Investment Services, Inc.

Sophie B. Cefalu
By: Sophie B. Cefalu, Secretary

VERIFICATION

State of New York
County of Saratoga

On the 11th day of October, in the year of 2000 before me, the undersigned, a Notary Public in and for said state, personally appeared Sophie B. Cefalu, Secretary to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

JENNIFER R. SCARLOTTA
NOTARY PUBLIC State of New York
No. 01SCERC5485
Qualified in Saratoga County
Commission Expires April 13, 2002

Jennifer R. Scarlotta
Notary Public

Record and return this document to the company whose name and address are shown below:

01-04132

Progressive Title & Abstract Services, Inc.

154 Lake Avenue

Saratoga Springs, NY 12866

JS 44
(Rev. 07/89)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I (a) PLAINTIFFS

ASSOCIATES FINANCIAL SERVICES COMPANY, INC.

DEFENDANTS

ROBERT L. DAVIS

DOCKETED
MAY 07 2001(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF HARRIS
(EXCEPT IN U.S. PLAINTIFF CASES)COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT COOK
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Fisher & Fisher, Attorneys At Law, PC
120 North LaSalle, Ste. 2520
Chicago, IL 60602
312-372-4784

ATTORNEYS (IF KNOWN)

JUDGE HIBBLER

MAGISTRATE JUDGE NOLAN

II. BASIS OF JURISDICTION

(PLACE AN X IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|---------------------------------------|---|---------------------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY

MORTGAGE FORECLOSURE - 28 U.S. 1332

FILED-ED4
MAY - 4 AM 10:00
U.S. DISTRICT COURT

V. NATURE OF SUIT

(PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury—Med Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input checked="" type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights			

VI. ORIGIN

(PLACE AN X IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
☐ UNDER F.R.C.P. 23

DEMAND \$

168,319.72

Check YES only if demanded in complaint:

JURY DEMAND:

☐ YES ☐ NO

VIII. REMARKS

In response to ☐ is not a refiling of a previously dismissed action

General Rule 2.21D(2) this case ☐ is a refiling of case number _____ of Judge _____

DATE

4/30/01

SIGNATURE OF ATTORNEY OF RECORD

E.E. Brown

UNITED STATES DISTRICT COURT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

01C 3253

In the Matter of

ASSOCIATES FINANCIAL SERVICES COMPANY, INC. Case Number:

-VS-

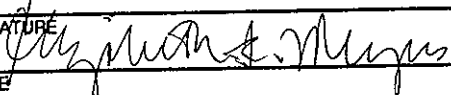

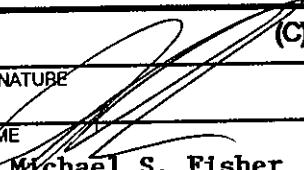
JUDGE HIBBLER

ROBERT L. DAVIS

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

ASSOCIATES FINANCIAL SERVICES COMPANY, INC.

MAGISTRATE JUDGE NOLAN

(A)	(B)
SIGNATURE 	SIGNATURE 
NAME Elizabeth Kaplan Meyers	NAME Renee Meltzer Kalman
FIRM Fisher and Fisher	FIRM Fisher and Fisher
STREET ADDRESS 120 N. LaSalle St., Ste 2520	STREET ADDRESS 120 N. LaSalle St., Ste 2520
CITY/STATE/ZIP Chicago, IL 60602	CITY/STATE/ZIP Chicago, IL 60602
TELEPHONE NUMBER 312-372-4784	TELEPHONE NUMBER 312-372-4784
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06196562	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06198331
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TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>
(C)	(D)
SIGNATURE 	SIGNATURE
NAME Michael S. Fisher	NAME
FIRM Fisher and Fisher	FIRM
STREET ADDRESS 120 N. LaSalle St., Ste. 2520	STREET ADDRESS
CITY/STATE/ZIP Chicago, IL 60602	CITY/STATE/ZIP
TELEPHONE NUMBER 312-372-4784	TELEPHONE NUMBER
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TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input type="checkbox"/>
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>

PLEASE COMPLETE IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE.

DOCKETED
MAY 07 2001

FILED-ED4
 01 MAY - 4 AM 10:33
 U.S. DISTRICT COURT

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

In the Matter of

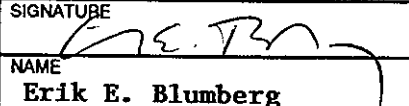
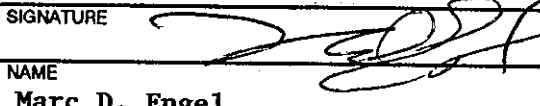
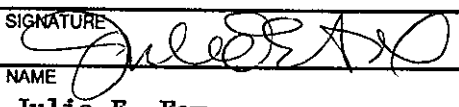
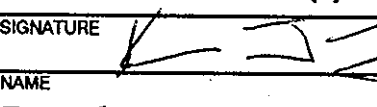
ASSOCIATES FINANCIAL SERVICES COMPANY, INC.
 -VS-
ROBERT L. DAVIS

Case Number:

01C 3253**JUDGE HIBBLER**

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

ASSOCIATES FINANCIAL SERVICES COMPANY, INC.**MAGISTRATE JUDGE NOLAN**

(A)	(B)
SIGNATURE 	SIGNATURE 
NAME Erik E. Blumberg	NAME Marc D. Engel
FIRM Fisher and Fisher	FIRM Fisher and Fisher
STREET ADDRESS 120 N. LaSalle St., Suite 2520	STREET ADDRESS 120 N. LaSalle St., Suite 2520
CITY/STATE/ZIP Chicago, IL 60602	CITY/STATE/ZIP Chicago, IL 60602
TELEPHONE NUMBER 312-372-4784	TELEPHONE NUMBER 312-372-4784
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TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>
(C)	(D)
SIGNATURE 	SIGNATURE 
NAME Julie E. Fox	NAME Kenneth J. Johnson
FIRM Fisher and Fisher	FIRM Fisher and Fisher
STREET ADDRESS 120 N. LaSalle St., Suite 2520	STREET ADDRESS 120 N. LaSalle St., Suite 2520
CITY/STATE/ZIP Chicago, IL 60602	CITY/STATE/ZIP Chicago, IL 60602
TELEPHONE NUMBER 312-372-4784	TELEPHONE NUMBER 312-372-4784
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DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>

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CLERK
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